

Website Terms and Conditions of Use

Last updated 1st May 2024.

THESE TERMS AND CONDITIONS OF USE APPLY TO ALL USE OF THE WEBSITE. BY CONTINUING TO USE THE WEBSITE YOU ARE INDICATING YOUR ACCEPTANCE OF THEM.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE

These terms and conditions of use (together with the various documents referred to in them) set out the terms of use on which you may make use of our website <https://www.heartmath.co.uk/> (the “**Website**”). Use of the Website includes accessing it, perusing it, linking to it, copying any of the content on it or using any of the functionality offered via it.

Please read these terms and conditions of use carefully before you start to use the Website as they represent a binding legal agreement and you will be bound by them. A copy of these terms can be downloaded here.

By using the Website, you confirm that you accept these terms and conditions of use and that you agree to comply with them.

If you do not agree to these terms and conditions of use, you must not use the Website.

You are also responsible for ensuring that all persons who access our Website through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

Other Applicable Terms & Policies

The following additional terms also apply to your use of the Website:

Our [Privacy Policy](#), which sets out the terms on which we process any personal data we collect from you, or that you provide to us.

Our [Cookie Policy](#), which sets out information about the cookies on the Website.

Information about the owner of the Website

The Website is operated by HeartMath Ltd (“**We**”, “**Our**”, “**Us**” “**HeartMath**”). We are registered in England and Wales under company number 07372918 and have our registered office at St James House, 9-15 St James' Rd, Surbiton KT6 4QH. You can contact us by writing to us at info@heartmath.co.uk.

Changes to these Terms & Conditions

Please note that we reserve the right to revise or amend these terms at any time to reflect changes to our business or changes in the law. Every time you wish to use our Website, please check these terms to ensure you understand the terms that apply at that time. We may transfer our rights and obligations under these terms to another organisation.

We May Suspend Or Withdraw Our Website

Our Website is made available free of charge.

We do not guarantee that our Website, or any content on it, will always be available or be uninterrupted. We may suspend, withdraw or restrict the availability of all or any part of our Website for business and operational reasons. We will try to give you reasonable notice of any suspension or withdrawal.

You Must Keep Your Account Details Safe

If you choose, or you are provided with, a user identification code, password or any other piece of information as part of our security procedures, you must treat such information as confidential. You must not disclose it to any third party.

We have the right to disable any user identification code or password, whether chosen by you or allocated by us, at any time, if in our reasonable opinion you have failed to comply with any of the provisions of these terms of use.

If you know or suspect that anyone other than you knows your user identification code or password, you must promptly notify us at info@heartmath.co.uk.

Your Responsibilities

You may use our Website only for lawful purposes. You may not use our Website:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm minors in any way;
- to bully, insult, intimidate or humiliate any person;
- to transmit, or procure the sending of, any unsolicited or unauthorised advertising or promotional material or any other form of similar solicitation (spam); or
- to knowingly transmit to this Website files that contain viruses or Trojan horses, worms, time-bombs, keystroke loggers, spyware, adware or any other harmful programs or similar computer code that are designed or intended to disrupt, damage or limit the functioning of any software, hardware or telecommunications equipment or to damage or obtain unauthorised access to any data or other information in the possession of any third party, and you will be solely responsible for any damages from any claims that may arise because you posted files that caused damage to the operation of another person's software, hardware or telecommunications equipment.

When using this Website and our online communications infrastructure including email and any enquiry forms that we may offer users or add in the future on this Website you agree:

- that any information you submit is accurate and truthful and any opinions are genuinely held and you will keep this information accurate and up to date;
- to accept responsibility for all activities that occur under your account and to keep your username and password secure at all times. (We remind you that you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, in order to protect your own privacy and manage your risk of misuse);
- to contact us immediately at info@heartmath.co.uk if you have reason to believe that your account may no longer be secure;
- not to use any other user's identity to log on to this Website;
- not to create a false identity for the purpose of circumventing these terms (including circumvention of any age restrictions that are in place);
- not to impersonate other people, particularly employees and representatives of HeartMath or our affiliates;
- not to use obscene or vulgar language;
- not to submit information or content that is unlawful or otherwise objectionable including, but not limited to, content that is defamatory, abusive, offensive, racist, sexist, homophobic, threatening, vulgar, obscene, hateful, content which promotes or incites violence or is otherwise inappropriate or to post comments which will constitute a criminal offence or give rise to civil liability on this Website;
- not to use this Website to advertise or offer to sell any goods or services for any commercial purpose, or to promote any surveys, contests or chain letters without the express written permission of HeartMath;
- not to post or make available any material which is protected by copyright, trade mark or other proprietary right on this Website without the express permission of the owner of the copyright, trade mark or any other proprietary right and you will be solely liable for any damages resulting from any infringement of the above. If you believe that any materials on this Website infringe your copyright or trademark, you may request that they be removed. This request must be emailed with your name, address and telephone number along with any supporting information. For copyright or trademark issues relating to this Website, please email: info@heartmath.co.uk;
and
- to evaluate for yourself the accuracy, completeness or usefulness of any opinion, advice or other content on this Website.

Intellectual Property

HeartMath is the owner and/or the licensee of all intellectual property rights inherent in the Website, and in the material published on it including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and

software. Unless specifically stated otherwise, nothing in these terms or on the Website shall give effect to any transfer of such intellectual property rights from us to you.

Your sole right to use the intellectual property inherent in the Website is a non-exclusive licence to make use of such content only as is strictly necessary to enable you to access the Website and to peruse its contents.

You may print off one copy, and may download extracts, of any page(s) from the Website for your personal use and you may draw the attention of others within your organisation to content posted on the Website.

You must not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.

Our status (and that of any identified contributors) as the authors of content on the Website must always be acknowledged.

You must not use any part of the content on the Website for commercial purposes without obtaining a licence to do so from us or our licensors.

If you print off, copy or download any part of the Website in breach of these terms of use, your right to use the Website will cease immediately and you must, at our option, return or destroy any copies of the materials you have made.

Do Not Rely On Information On This Website

The content on our Website is provided for general information only and is not an offer to provide goods or services. The content is not intended to amount to advice on which you should rely, and is not intended to diagnose, treat, cure or prevent any illness. If you have a medical or heart condition you must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the content on our Website. If you choose to take any action based on the content you have read on this website, you do so voluntarily and at your own risk. We are not responsible for any health problems that result from your reliance on the content on our Website.

Although we make reasonable efforts to update the information on our Website, we make no representations, warranties or guarantees, whether express or implied, that the content on our Website is accurate, complete or up to date.

We are not responsible for websites we link to or who link to us. Where our Website contains links to other Website and resources provided by third parties, these links are not endorsed or approved by us, unless we expressly say so.

Consequences of breaching terms

Failure to comply with these terms constitutes a breach of the terms upon which you are permitted to use our Website, and may result in our taking all or any of the following actions:

- immediate, temporary or permanent withdrawal of your right to use our Website;
- issue of a warning to you;
- legal proceedings against you for reimbursement of all costs on an indemnity basis (including, but not limited to, reasonable administrative and legal costs) resulting from the breach;
- further legal action against you; or
- disclosure of such information to law enforcement authorities as we reasonably feel is necessary or as required by law.

Indemnity

You acknowledge that you are responsible for any material that you post on this Website and that if you breach any of these terms and conditions you may be personally liable to us or any third party that suffers harm as a result.

You agree to indemnify and keep indemnified us, our successors and assigns, our directors, trustees, offices, employees and agents from and against all liabilities, claims, losses, costs, damages and expenses including legal fees which are reasonably incurred by us should you breach any of these terms and conditions.

This indemnity includes your use of the information you read on this Website, together with any introduction or collaboration that you enter into as a result of viewing this Website.

Limitation of our liability

Nothing in these terms of use excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to the Website or any content on it, whether express or implied.

We will not be liable to any user for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with:

- use of, or inability to use, the Website;
- use of or reliance on any content displayed on the Website;
- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

We are not responsible for the accuracy, veracity or reliability of any opinion, advice or statement made on this Website and such communications shall not be considered to be reviewed, screened, monitored, edited or approved by us.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of the Website or to your downloading of any content from it, or from any website linked to it.

Events Outside our Control

We will not be liable or responsible for any failure to perform, or delay in performance or, any of our obligations under these terms of use that is caused by an Event Outside Our Control (as defined in the paragraph below).

An Event Outside Our Control means any act or event beyond our reasonable control. An event shall be an Event Outside Our Control where it would be either commercially, technologically or organisationally unreasonable to mitigate the risk of the event as well as extraneous events such as (and without limitation) strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence or other natural disaster, pandemic, epidemic, or failure of public or private telecommunication.

If an Event Outside Our Control takes place that affects the performance of our obligations under these terms of use our obligations under these terms of use will be suspended and the time for performance of our obligations will be extended for the duration of the Event Outside Our Control.

Viruses

We do not guarantee that the Website will be secure or free from bugs or viruses.

You are responsible for configuring your information technology, computer programmes and platform in order to access the Website. You should use your own virus protection software.

Linking to the Website

You may link to our home page, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it.

You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists.

You must not establish a link to the Website in any website that is not owned by you.

The Website must not be framed on any other Website, nor may you create a link to any part of the Website other than the home page.

We reserve the right to withdraw linking permission without notice.

Third party website links & resources in the Website

Where the Website contains links to other Websites and resources provided by third parties, these links are provided for your information only.

We have no control over the contents of those Websites or resources.

We assume no responsibility for the content of websites linked to from the Website. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

If you do link from the Website to other websites, your use thereof will also be subject to those websites' terms and conditions.

Applicable law

Please note that these terms and conditions of use, and their subject matter are governed by English law. You and we both agree that the courts of England and Wales will have exclusive jurisdiction over any disputes. However, if you are a resident of Northern Ireland you may also bring proceedings in Northern Ireland, and if you are resident of Scotland, you may also bring proceedings in Scotland.

If you are a business, these terms and conditions of use and their subject matter (and any non-contractual disputes or claims) are governed by English law. We both agree to the exclusive jurisdiction of the courts of England and Wales.

Contact Us

You can write to us at our registered office at St James House, 9-15 St James' Rd, Surbiton KT6 4QH.

Alternatively, please email us at info@heartmath.co.uk.